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Attorneys for Respondent/Cross-Petitioner

UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY

:

TRICON ENTERPRISES, INC.,

: Civil Action No.: 17-CV-2168

(CCC)(JBC)

Petitioner/Cross-Respondent,

CIVIL ACTION

v.

NEW JERSEY BUILDING LABORERS' STATEWIDE BENEFIT FUNDS and THE TRUSTEES THEREOF,

Respondent/Cross-Petitioner.

CERTIFICATION OF JENNIFER
CHANG, ESQ. IN SUPPORT OF
MOTION TO CONFIRM
ARBITRATION AWARD AND TO
DISMISS DECLARATORY
COMPLAINT

JENNIFER CHANG, ESQ., being of full age, does hereby certify as follows:

- 1. I am an associate with Kroll Heineman Carton, LLC, attorneys for Respondent/Cross-Petitioner New Jersey Building Laborers Statewide Benefit Funds and the Trustees Thereof in connection with the above-captioned matter. I have been entrusted with the handling of this matter and am familiar with the facts as set forth below.
- 2. On or about November 11, 2003; June 18, 2007; and July 2, 2010, Tricon executed Short Form Agreements ("SFA") expressly incorporating the Collective Bargaining Agreement between the New Jersey Building Laborers' District Council and the Building, Site and General Construction Contractors and Employers ("Local 3 CBA") (ECF No. 10, May 12, 2017 Certification of Bradley M. Parsons, Esq., Exhibit B thereof).
 - 3. A true and correct copy of the Local 3 CBA is attached hereto as Exhibit A.

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I hereby certify that the foregoing statements made by me are true to the best of my knowledge. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

KROLL HEINEMAN CARTON, LLC

Attorneys for Petitioners

/S/ JENNIFER CHANG

By:

JENNIFER CHANG

Dated: February 13, 2018

Exhibit A

Collective Bargaining Agreement

by and between the

Northern New Jersey
Building Laborers' District Council

Central New Jersey
Building Laborers' District Council

Southern New Jersey Building Laborers' District Council

and the

Building, Site and General Construction Contractors and Employers

Entered into May 1, 2007







by and between the

Northern New Jersey Building Laborers' District Council

Central New Jersey
Building Laborers' District Council

Southern New Jersey Building Laborers' District Council

and the

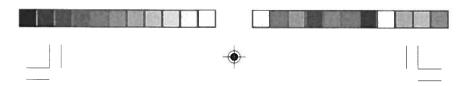
Building, Site and General Construction Contractors and Employers

Entered into May 1, 2007



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AGREEMENT

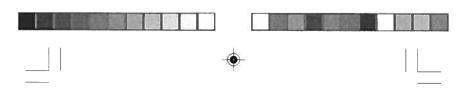
Preamble

WHEREAS, this Collective Bargaining Agreement (hereinafter the "Agreement") is entered into by the undersigned Employer (hereinafter "Employer") and the Building Laborers' District Councils and Local Unions of the State of New Jersey (hereinafter the "Union"), and

WHEREAS, the Building and Construction Laborers' District Councils and Local Unions of the State of New Jersey bound by this Agreement enter this Agreement individually and it is further understood that the liabilities of said District Councils and Local Unions shall be several and not joint; and

WHEREAS, it is the purpose of this Agreement to build, develop and maintain a harmonious working relationship between the Employer and the Unions in which the rights of both parties are recognized and respected and the work is accomplished with the efficiency, economy and quality that is necessary in order to expand the work opportunities of both parties,

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, BE IT AGREED AS FOLLOWS:



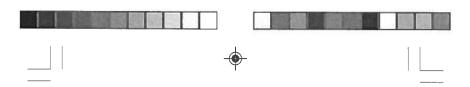
Article I: Recognition and Scope of Agreement

1.10 Union Recognition

The Employer recognizes that the Building and Construction District Councils and Local Unions bound hereby represent a majority of employees of the Employer doing laborer's work and shall be the sole bargaining representatives with the Employer for all employees employed by the Employer engaged in all work of any description set forth under Article II, Section 2.10, Work Jurisdiction, below. The District Councils and Laborer Local Unions bound hereby are: Northern New Jersey Building Laborers District Council (Locals 592, 325 and 1153); Central New Jersey Building Laborers District Council (Locals 394, 593, 594 and 1030) and the Southern New Jersey Building Laborers District Council (Locals 222, 415 and 595).

1.20 Good Faith Agreement.

The Employer shall in good faith live up to all the provisions of this Agreement. The Union obligates itself for all its members that they will in good faith live up to all the provisions of this Agreement. Acts of any individual member of the Union on his own initiative and without the authority of the Union shall not render the Union liable therefor, nor is the Union responsible for acts of unauthorized agents.



1.30 Scope of Agreement.

The relationship of the parties is fully and exclusively set forth by this Agreement and by no other means, oral or written.

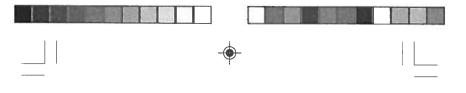
Article II: Work and Territorial Jurisdiction

2.10 Work Jurisdiction

The Employers bound hereby recognize the Unions' claim to all jurisdiction as set forth in the Manual of Jurisdiction [October 1961] and in this Agreement as the same may relate to building, site and general construction in the State of New Jersey and the parties hereto agree to cooperate in the proper assignment of work jurisdiction as set forth herein to the construction laborers.

Tenders: Multi-Trade Tenders tending masons, plasterers, car-penters and other building and construction crafts.

Tending shall consist of preparation of mate-rials and the handling and conveying of mate-rials to be used by mechanics of other crafts, whether such preparation is by hand or any other process. After the material has been pre-pared, tending shall include the supplying and conveying of said material and other materials to such mechanic, whether by bucket, hod, wheelbarrow, buggy, power buggy, or other motorized unit used for such purpose, including all fork lifts of any description or



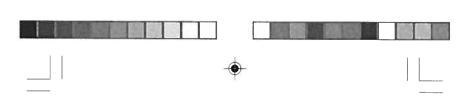
type and wheresoever used, conveyors, Bobcats, and all similar machinery, and the loading, unloading and handling of all materials onto such devices.

Unloading, handling and distributing of all materials, including sheetrock, paneling, ceiling tile and assemblies, windows, door bucks, metal studs, finished and rough lumber, finished cabinetry, and all fixtures, furnishings and appliances, crated or uncrated, from point of delivery to stockpiles and from stockpiles to approximate point of installation. The unloading and loading of trucks and freight cars at the site.

The moving of all furniture, crated or uncrated, new or old, in a building under construction or renovation, including the loading and unloading and the distribution and erection of furniture on a job or project.

The unloading and handling, including all hooking, unhooking, placement and signaling, of all concrete plank, sills, coping, and other concrete building materials, including precast, post, pre-stressed, and preformed concrete in any form, and all brick panel together with all similar building and construction materials prepared offsite which replace materials, methods or work formerly done on-site by any trade that was tended by laborers, at the job site.

The aging and curing of concrete, mortar and other materials applied to walls, floors, ceilings and foundations of buildings and struct-ures, highways, airports, overpasses and under-passes, tunnels, bridges, approaches, viaducts, ramps or other similar surfaces by



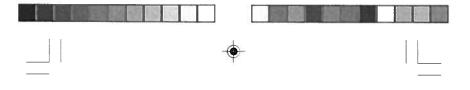
any mode or method, except where otherwise assigned to a heavy construction laborers local union.

The cutting of masonry where sledge, mechanical or pneumatic hammers are used. Operation of all hand, pneumatic, electric, motor, combustion, or air-driven tools, concrete saws or equipment necessary for the performance of work described herein, including forklifts, rollers, wackers (with or without levers), vibrators, concrete saws regardless of type (self propelled or manual), gunite nozzle and machine workers, power rollers, combination tamper and vibrator, power wheel barrows and buggies, and all other equipment, including all Bobcats (with or without accessories), used to do work once done by laborers.

Cleanup: Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning of all debris in building and construction area, including all cleanup after all other trades which cleanup shall not be performed by any other trade or the apprentice of any other trade.

The general cleanup, including sweeping, clean-ing, washing down and wiping of construction facilities, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packaging waste material. Wash-ing or cleaning of siding of any type, walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein.

Clean-up, vacuuming, mopping, washing, waxing and



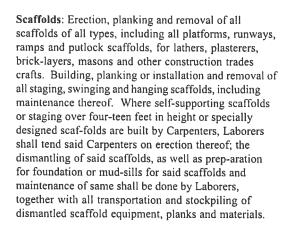
polishing or dusting of all floors, surfaces or areas whether by hand or machine. Final clean-up of all types and any description on all projects, including but not limited to industrial, office, residential and retail projects.

Water Removal: The dewatering of all construction sites and/or the removal of drainage or other water from construction sites or areas. The handling, transportation, fueling, refueling and cleaning of pumps, foot valves, and hoses and all engineers' equipment and the attaching of the same, and the installation, driving and servicing of all well points, wick drains and any other dewatering system.

Weather and Other Temporary Protection: The installation, dismantling, adjusting of panels, windbreaks and/or temporary enclosures or other weather protection devices whether they be canvas, synthetic or other material of any configuration and for any purpose.

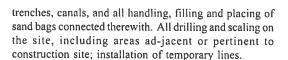
All temporary protection of floors or any other surface by any method or material including plywood, cardboard, masonite, homosote, paper, plastic, sysilcraft, etc.

Temporary Heat: Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat or by temporary heating units or any other drying process of any type or description. The heating of all buildings under construction where any form of temporary heat is used, including salamanders and megaheaters, regardless of fuel or power source, and the placing, setup, lighting, refueling, servicing, maintenance, manning and removal of all such heaters.



Masonry Scaffolds: With reference to the Masonry Contractors, the laborers will do the entire erection and dismantling of all scaffolds. The aforesaid jurisdiction is provided by the International Agreement between the Mason Contractors Association of North America, Incorporated and the Laborers' International Union of North America, executed as of January 6, 1955 and amended November 1, 1979, a copy of which is incorporated by reference and made part hereof.

Excavations and Foundations, Site Preparation and Clearance, Transportation and Transmission Lines: Excavation for building and all other con-struction; digging of trenches, piers, founda-tions and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and irrigation



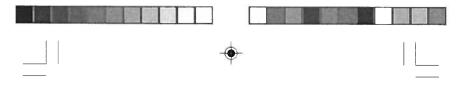
On-site preparation for clearance for construction of any structures where the same are constructed within the property lines of the building project. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Falling, bucking, yarding, loading or burning of all trees or timber on construction areas. Choker setters, off bearers, lumber handlers and all laborers connected with on-site portable saw-mill operations connected with clearing. Erec-tion, dismantling and/or reinstallation of all fences. Clean-up of job sites, including tying on, signaling, stacking of brush, trees or other debris, and burning where required. All soil test operations of semi and unskilled labor, such as filling of sand bags, handling timber and loading and unloading of same.

All grading of top soil by any method, seeding by hand, device or machine, whether power or manual, all landscaping, and the planting of all trees, shrubs, bushes, ornamental and other plants of any description.

Concrete, Bituminous Concrete and Aggregates

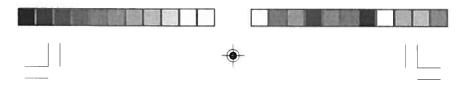
(a) Concrete, bituminous concrete, or aggre-gates for walls footings, foundations, floors or for any other Construction. Mixing, handling, conveying, wheeling, ramming, spreading, leveling, pouring, vibrating, gunniting and otherwise placing concrete, cement

mortar, or aggregates, whether done by hand or any other process. All types of handling and distribution of all ready-mixed concrete. Wrecking, stripping, dismantling and handling concrete forms and false work whether constructed of wood, aluminum or other material. Building of centers for fireproofing purposes. Operation of motorized wheelbarrows or buggies or machines of similar character, whether run by gas, Diesel or electric power. When concrete or aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping, and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped, gunited, or placed by any other process. The assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and strike-off of concrete or aggregates by floating, rodding or screeding, by hand or mechanical means, including the setup, operation, maintenance, dismantling, and moving of any and all automatic or self-leveling or similar concrete leveling machines, prior to finishing. Where pre-stressed or pre-cast concrete slabs, sill, coping, concrete plank, walls or sections, including brick panels, or other preformed concrete in any form, whether steel reinforced or not, are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water.



- (b) The filling and patching of voids, crevices, etc., to correct defects in concrete caused by leakage, bulging, sagging, etc.
- (c) The loading, unloading, hoisting, carrying, dis-tributing and handling of all rods, mesh and material for use in reinforcing concrete con-struction.
- (d) All work on interior concrete columns, foundations for engine and machinery beds.
- (e) The stripping of forms, other than panel forms which are to be re-used in their original form, and the stripping of forms and panels in their entirety, where the forms are not to be reused on the same job for the same purpose and the stripping of all flat arch work and the replacing of all shoring or supports and the stripping of all footing forms. The moving, cleaning, oiling and carrying of all forms to the next point of erection. The cleaning of all materials before leaving a job shall be the work of the laborers. The jack-ing of slip forms, and all work connected therewith.

The snapping of wall ties and removal of tie rods. All sandblasting, including the handling, placing and operation of the nozzle, hoses and pots or hoppers on sand-blasting or other abrasive cleaning and the maintenance, moving, setting up, servicing, supplying, storage, and all aspects of the operation of all sandblasting equipment of all types and descriptions for any purpose.

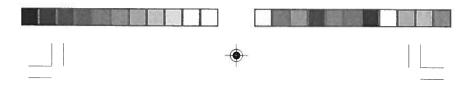


Sidewalks and Curbs: Work in the excavation, preparation, the grading and landscaping of all sidewalk and curb areas, regardless of material used, and the concreting of all such areas, and all semiskilled and unskilled labor connected therewith.

Underpinning, Lagging, Bracing, Propping and Shoring: Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures; loading, signaling, right-of-way clearance along the route of movement. Reset-ting of structure in new location to include all site clearing, excavation for foundation and concrete work. Clean-up and back-filling, land-scaping of old and new sites.

Drilling: All work of drilling, jack hammering. Operation of all rock and concrete drills, including handling, carrying, laying out of hoses, steel handling, installation of all temporary lines. All high scaling and other rock breaking and removal after blast.

Signal Men: Signal men on all construction work defined herein, including traffic control signalmen at construction sites. When concrete or aggregates are conveyed by crane or derrick or similar methods, the hooking on, signaling, (whether in the open or in the blind) dumping and unhooking of the bucket. Where wrecking is done by ball, all signaling shall be done by a laborer.

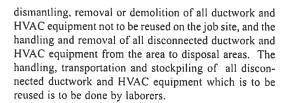


On all jobs where hoisting engines are in use, a Laborer shall act as bell-man. He shall load and unload the hoist and give bell signals for the raising and lowering of the hoist.

On all jobs where elevators are in use, the ringing of bells and use of radio communicators or telephones. When machines are in use for excavation, backfilling, grading or other purposes, the guiding and directing of such machines.

General Excavation and Grading: The clear-ing, excavating, filling, back-filling, grading and landscaping, planting and seeding of all sites for all purposes and all labor connected therewith, including chain-men, rodmen, grade markers, etc.

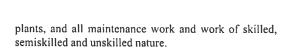
Wrecking: The wrecking or dismantling of buildings and all structures, including interior demolition and selective or controlled demolition. Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel struc-tural beams. The operation and maintenance of all hydro-demolition equipment. Breaking away, cleaning and re-moval of all masonry and wood or metal fixtures for salvage or scrap. All hooking on and un-hooking and signaling when materials for sal-vage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junk yards In connection with cut-ting, cleaning, storing, stockpiling or handling of materials. All cleanup, removal of debris, burning, backfiring and landscaping of the site of wrecked structure. Where wrecking is done by ball, all signaling shall by done by a laborer. The



Use of Tools: Operation and maintenance of all hand, pneu-matic, electric, motor, combustion or air-driven tools or equipment necessary for the perform-ance of work described herein. Mechanized equipment including Bobcats used for grinding, finishing, demolition, clearing, excavating, foundation trenching, or other trenching, filling, backfilling, finish grading, planting, seeding, and the restoration of all sites will be performed and the equipment maintained by laborers. Pumps shall be manned by laborers. Where new tools or equipment are introduced into the area which do work formerly done by laborers, the new tools or equipment are to be handled, maintained and operated by laborers.

Hazardous Materials: The demolition and removal of all hazardous materials from buildings and the decontamination of all tools, equipment and vehicles used at such sites, including but not limited to asbestos, toxic waste, etc.

Miscellaneous: All yardmen, watchmen, guards, flagmen, the manning and servicing of all tool rooms, tool sheds, material storage and distribution points, warehouse workers, cleaners, debris handlers, water boys, material yards, junk yards, asphalt plants, concrete products

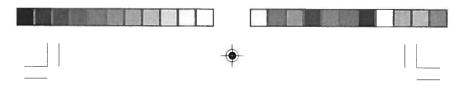


All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former national or international unions and as may be hereafter acquired; including all such work and jurisdiction as declared by actions of the Executive Council or conventions of the American Federation of Labor.

Other Work: All such other work as may be assigned by the Employer where such assignment is accepted by the Union, as well as any work jurisdiction now exercised by the Unions or described in the Manual of Jurisdiction (Part I) of October, 1961.

2.20 Jurisdictional Disputes.

It is agreed between the Union and the Employer that this Agreement is applicable to all construction work that is described in this Agreement or the Manual of Jurisdiction of the Laborers' International Union of North America, which is incorporated herein by reference and any other work within the recognized and traditional jurisdiction of the Union and shall be performed in accordance with the terms of this Agreement. If the Union is aggrieved over any assignment, the matter shall be referred to the regional office of both contesting Unions in an effort to seek a resolution. If the matter fails to be satisfactorily resolved in this manner within three business days, the parties agree to submit the matter to the New Jersey State Board of Mediation for binding arbitration on an expedited basis. Any party that fails to abide by and



cooperate with this expedited procedure shall be deemed to be in default and an order shall be entered by the Arbitrator in favor of the opposing party. Pending an orderly resolution of the matter, there shall be no interruption of work by a work stoppage, strike or refusal to refer men to the project by the Union.

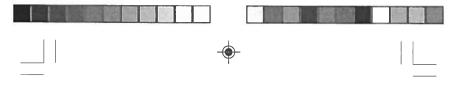
2.30 Territorial Jurisdiction

This Agreement is effective and binding on all jobs in the State of New Jersey upon the execution of the same by the Employer and any building and construction laborer local union bound hereby. However, no amendment to this contract will be effective as against the unions bound hereby on a statewide basis unless specifically approved in writing by the Laborers' International Union of North America, Eastern Region office, as representative of the District Councils and local unions bound by this Agreement.

Article III: Union Security and Hiring

3.10 Union Security

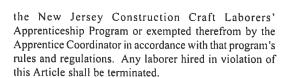
All employees who are present members of the Union shall maintain their membership in good standing in the Union in order to continue in employment. All new employees, on the eighth (8) day following the beginning of their employment, or the execution of this Agreement, or the effective date of this Agreement, whichever is later, shall become and remain members in good standing of the



Union in order to continue in employment, all to be applied and enforced in accordance with the provisions of the National Labor Relations Act as amended. Upon notice by the Union to the Employer, any employee who fails to become or remain a member of the Union in good standing shall be terminated. Initiation into the union on or after the eighth day is within the discretion of the union. Nothing in this section shall permit an employer to hire a laborer except as provided in Article 3.20 or 3.30 below.

3.20 Hiring

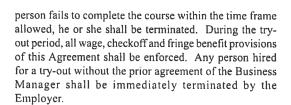
(a) In consideration of the foregoing, the Employer agrees to give the Union first opportunity to furnish laborers and apprentices to the Employer upon his request, and provided that notice of such requirement is given to the Union's Business Manager, or his representative on the job, twenty four (24) hours before the men are needed, stating the number of men needed, the skills required, the time and location of the job, the Union agrees to fulfill the Employer's requirements for laborers. If the territorial Local Union is unable to supply the laborers within twenty four hours, then the Employer may employ laborers from other Building Laborer Local Unions from other territories in the District Council or, if none are available, from other New Jersey Building Laborer Local Unions from other District Councils. In the event that the Employer is unable to secure its requirement of laborers as hereinbefore setforth, then the Employer may hire from any source. In any event, no laborer shall be employed who is not a journeyperson of a New Jersey laborers' local union or who has not either first been accepted into



(b) The Employer shall refer any union laborer who directly solicits the Employer for work to the Local Union hiring hall.

3.30 Stripping

Where an Employer recruits a prospective employee from a non-union employer and desires to add him or her to his regular work complement as a laborer, the Employer must first, in writing, advise the Union (1) of the prospective employee's name, address, telephone number, and social security number, (2) itemize the skills the prospective employee is thought to possess, and (3) identify the non-union employer(s) for whom the prospective employee has worked. Upon review, if the Local Union Business Manager agrees to a try-out hiring, the Employer may put the prospective employee to work for a period not to exceed seven days. If at the end of such trial period both the Union and the Employer agree that the employee will make a good laborer, a suitable application to the Apprentice Coordinator shall be made for an exemption. If the exemption is denied, the employee shall be terminated. This provision shall only apply to persons having one or more of the skills of a Class A laborer. Any employee accepted under this provision shall complete the 30 Hour OSHA Safety Training Course within six months of the granting of the exemption. If the

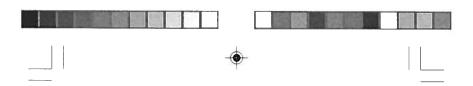


3.40 Replacement Laborers

When an Employer has in his employ a laborer who is scheduled for training at the Building Laborers training facility, or other training facility affiliated with LIUNA, such laborer will be permitted to attend the training. The local union shall provide and the Employer shall accept a replacement laborer for the time the regular laborer is at the training facility. Upon completion of the training, the regular laborer shall return to his position with the Employer, if it still exists, and the replacement laborer shall be returned to the hall, if not needed by the Employer. Laborers acting as replacement laborers shall not be charged with a referral by the local union under its hiring hall rules.

3.50 Non-Discrimination

The Union and the Employer agree to abide by all Executive Orders and subsequent amendments thereto regarding the Civil Rights Act of 1964 pertaining to non-discrimination in employment in every respect, and all other applicable state and federal laws and regulations.



3.60 Job Notification

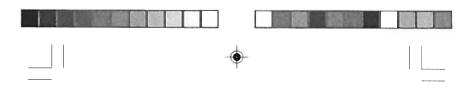
All Employers shall provide notification of a job start to the Local Union where a project is located prior to the start of its work on the project. General Contractors shall advise the Local Union of all subcontractors scheduled to perform work within this Agreement at the jobsite and shall also require those subcontractors to give notice at the commencement of their work.

Article IV: Management Rights

4.10 Statement of Management Rights



- (a) The Employer retains full and exclusive authority for the management of his own operations. The Employer may utilize any method or techniques of construction and the Employer shall decide the amount of equipment to be used and the number of men needed.
- (b) If there is any conflict between this Article and any rights, benefits or conditions which are provided for in this Agreement, the said rights, benefits or conditions set forth in this Agreement shall prevail.
- (c) The Employer shall be the sole judge of the work performed and whether or not the work is performed satisfactorily by the workers. The Employer shall have the right to discharge any unsatisfactory workers.



4.20 Establishment of Workplace Rules and Regulations.

Employees shall observe the Employer's rules and regulations, not inconsistent with this Agreement, which shall be posted at the project provided said rules are reasonable and submitted to the Union at least ten (10) days in advance for prior approval. Said approval shall not be unreasonably withheld.

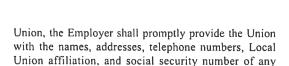
Article V: Union Rights and Activities

5.10 Non-Discrimination Against Union Members and Officers.

Any employee member of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union, nor shall there be any discrimination against any employee because of union membership or activities.

5.20 Job Site Visitation and Inspection.

Authorized agents of the Union shall have access to the Employer's construction site during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided however, that there is no interruption of the firm's working schedule and such visitation does not conflict with an owner's security requirements. In addition, at the request of the



employees performing laborers work at a jobsite.

5.30 Picket Lines

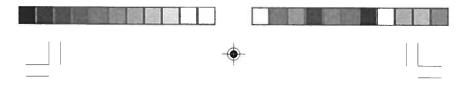
It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to go through any lawful primary picket line of another Union and including lawful primary picket lines at the Employer's places of business.

Article VI: Work Rules and Job Conditions

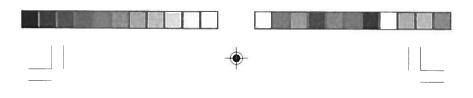
6.10 Work Rules and Job Conditions.

The following work rules and job conditions shall apply to all jobs and work sites:

- (a) Workmen shall leave their designated shanty at the starting time and shall remain at their place of employment until quitting time.
- (b) There shall be no limit on production on workers nor restrictions on the full use of tools or equipment. There shall be no restrictions, other than may be required by safety regulations, on the number of men assigned to any crew or to any service.

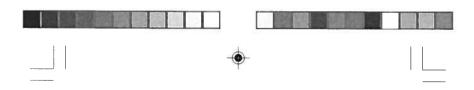


- (c) Slow downs, standby crews and featherbedding practices will not be tolerated.
- (d) There shall be no illegal strikes, work stoppages or lockouts.
- (e) It is agreed that overtime is undesirable and not in the best interests of the industry or craftsmen. Therefore, except in unusual circumstances, overtime will not be worked. Where unusual circumstances demand overtime, such overtime will be kept at a minimum.
- (f) The Employer shall supply on the job all tools required in performing work covered by this Agreement including raingear and pull over boots. The Employer shall provide appropriate masks to laborers slacking lime and safety gloves, goggles, and other equipment as needed to ensure minimum risk of harm to the workers. The Employer will keep clean and replace or repair all such clothing and equipment as needed. Each laborer shall supply his own hard hat.
- (g) The Employer shall furnish a suitable shanty for the exclusive use of the laborers where the laborers can eat lunch and be sheltered in bad weather. The shanty shall be heated in cold weather, shall be kept clean and sanitary, and shall not be used for the storage of tools or materials. The job steward and foremen shall be given a keys for the shanty.
- (h) The Employer shall provide a portable Johnny, on the spot latrine or other toilet facility, and adequate



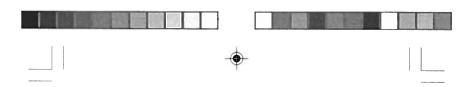
clean up facilities, on the job site. The Johnny and clean up facilities shall be kept clean and sanitary at all times

- (i) The Employer shall provide clean drinking water and sanitary drinking cups for all laborers. In warm weather the water shall be kept cold with ice.
- (j) The Employer shall provide first aid kits and all required safety equipment on the job, which equipment shall be properly maintained at all times. The job steward and foremen shall be informed as to the storage location of said equipment and be given keys to said location.
- (k) When a job is not otherwise being worked, for safety reasons the Employer shall employ two laborers to man temporary heat.
- (1) Employees covered hereunder shall have the privilege to partake of some non-alcoholic beverage at the approximate mid-point of the work period prior to the meal break on any shift. Where any other trade receives a beverage break during the portion of the work day following the meal break, the laborers shall also be allowed a beverage break. Any post-meal beverage break shall occur at the approximate mid-point of the work period following the meal break on any shift. Beverage breaks shall not exceed ten (10) minutes. The beverage shall be delivered to each person at his post of work by the Job Steward or some other person who the Job Steward and the Employer agree upon. There shall be no unnecessary congregating during these beverage breaks. In the event that this



privilege is abused, by mutual agreement between the Employer and the Union, this privilege may be suspended.

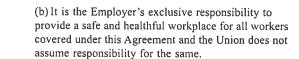
- (m) All laborers shall be allowed five (5) minutes of clean up time before the thirty (30) minute meal period and at the conclusion of the day.
- (n) If the Employer moves a laborer from one jobsite to another jobsite, the Employer shall require the laborer to check in with the other job's Job Steward when he or she arrives a the new site, or, if there is no job steward at the site, the Employer shall immediately report the move to the local union having jurisdiction over the job site. When laborers are moved from one job site to another job site in the course of a day they shall travel from one site to the other site during company time. No laborer will travel from one site to the other site while on his meal break.
- (o) The Employer shall provide liability and collision insurance coverage for the vehicle of any laborer who uses his personal vehicle in connection with the project. This insurance shall be the primary coverage for the vehicle at all times it is so used. Use in connection with the project shall not include commuting to and from the project.
- (p)The Employer shall carry workers' compensation, unemployment compensation and temporary disability insurance and all other legally required insurance on every job and the Business Manager of the local union may require proof of the same at any time. No laborer



may be required to work for any Employer that does not provide such insurance.

6.20 Job Site Safety.

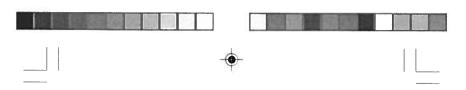
(a) All Employers shall be required to carry out their work in a manner so as to provide for the safety of the men from the danger of faulty scaffolding, improper bracing, inferior materials, or a careless or faulty method of working that may endanger the safety of laborers on the job. All Employers shall conform to all applicable provisions of the Construction Safety Code for the State of New Jersey and all applicable provisions of the Occupational Safety and Health Act laws and regulations.



- (c) The Union, its officers, employees, agents and representatives shall not be liable for any injuries, disabilities or diseases arising from or relating to the work covered hereunder or the job sites where such work is performed.
- (d) The Employer and the Union members waive any cause of action against the Union, its officers, employees, agents and representatives, for any injuries, disabilities, or diseases arising from or relating to the work covered hereunder or the job sites where such work is performed.



- (e) The Employer indemnifies the Union, its officers, employees, agents and representatives, and holds them harmless from any liability, damages, settlements, and legal fees and costs arising out of any work related injuries, disabilities, or diseases to any worker arising from or relating to the work covered hereunder or the job sites where such work is performed.
- (f) All employees accepting a referral to a project where the employer or owner mandates drug testing or a criminal history background check, where such testing or background check is paid for by the owner or employer and required of all other employees, shall submit to, permit and cooperate with such testing or background check. Such testing or background checks shall be performed in an industry standard manner and the results thereof shall be confidential. The Union shall have the right to review the procedures used and any objections thereto shall be resolved expeditiously.
- (g) In the referral to jobs, beginning January 1, 2009 laborers otherwise having the skills required for a position who have a 30 hour OSHA Construction Safety certification shall be given first preference for referral by the hiring hall. Next preference shall be given to those with a 10 hour OSHA Construction Safety certification and last preference shall be given to those without either certification. Laborers shall take any refreshers required by the New Jersey Building Laborers Training and Apprenticeship Program in a timely manner to maintain their eligibility for referral.

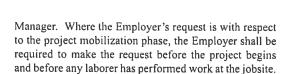


Article VII: Job Stewards

7.10 Appointment of Job Steward

(a) On every job where laborers are employed by an Employer bound by this Agreement, there shall be a laborer Job Steward who shall be a member of the territorial local union where the job is located and who shall be competent in the work to be performed. The Job Steward shall be appointed by the Business Manager. The Job Steward shall be the first laborer hired and the last laborer to be laid off. No laborer shall be permitted to work without a Job Steward on the job. In those jurisdictions where local area practice is that a foreman selected by the Business Manager of the local union is the first laborer hired, that foreman shall also serve as a temporary Job Steward. The Job Steward shall not be discharged except for just cause and upon twenty-four hours prior written notice to the Business Manager.

(b) Where in the course of a project an Employer requires the services of just one laborer for a period not to exceed five work days and no other laborers are to be employed at the job by the Employer, and where the assigned Job Steward, if any, is not qualified to perform the work required, the Employer may request that the local union Business Manager temporarily appoint a laborer as a Temporary Job Steward from the Employer's regular work complement where that laborer is (1) a member in good standing of a New Jersey building laborers' local union and (2) the laborer so requested agrees to perform the tasks required of a Job Steward and make such reports to the Business Manager as are requested by the Business



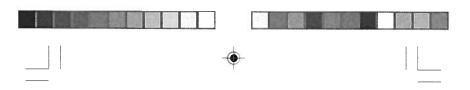
The Business Manager may, in his sole discretion, agree to the Employer's request and appoint a Temporary Job Steward in such cases and may, in his sole discretion, withdraw such permission previously given if he deems such withdrawal to be in the best interests of the local union.

(c) The Employer shall ensure that a working Job Steward is on all projects where laborers' work is being performed by the Employer or a subcontractor of the Employer, provided, however, that the Employer shall not be required to employ a Job Steward when there is no laborer's work as described in Article II above to be performed at the project.

(d) Failure to hire or improper discharge of a Job Steward designated by the Union on a project where there is laborer's work being done shall be deemed an open breach of this Agreement and the Union may employ any remedy allowed by law, including job actions, to correct the breach.

7.20 Job Steward Authority.

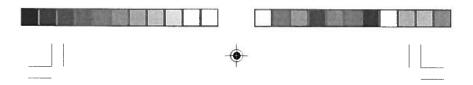
Job Stewards have no authority to take strike action, or any other action interrupting the Employer's business except as authorized by official action of the local union. The Employer recognizes these limitations



upon the authority of the Job Steward and shall not hold the Union liable for any unauthorized acts.

7.30 Job Steward Responsibilities.

It shall be the duty of the Job Steward to see to it that the provisions of this Agreement are being fully carried out on said job. At the request of the Job Steward, the Employer shall promptly provide the Job Steward with the names, addresses, social security numbers, local union affiliation, and telephone numbers of any workers in the Employer's employ doing laborers' work. Furthermore, the Job Steward shall be provided the opportunity to secure properly executed dues and NJSLPAC authorization forms from any employees doing laborers' work, including any laborers permitted to work in the jurisdiction from other local unions, and shall have the right to inspect the laborers' payroll prior to its distribution to confirm that the required wage standards are being adhered to. The Employer shall give the Job Steward sufficient time to perform his duties and the Job Steward shall not be discriminated against for doing so. In the case of breach of any of the provisions of this Agreement the Job Steward shall immediately contact the Business Manager or Business Agent of the local union so that the Business Manager or Business Agent may make an attempt to amicably adjust the dispute with the Employer.



7.40 Working Job Stewards

All Job Stewards shall be working Job Stewards. There shall be no non-working Job Stewards.

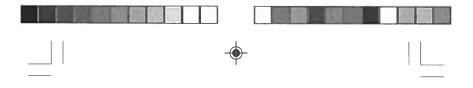
7.50 Certified Job Stewards

A Job Steward who has satisfactorily completed the (1) ten-hour OSHA Construction Safety and (2) First Aid/ CPR and (3) Scaffold User courses, together with any additional courses or refreshers required by the Union, shall be classified a Certified Job Steward. Certified Job Stewards, their training being a benefit to the Employer, and as compensation for completing records of hours worked for the fringe benefit funds due contributions under this Agreement, shall be paid \$.75 per hour over the Class A Rate or over the rate for the classification in which he is working, whichever is higher. All other Job Stewards shall be paid the rate for the classification in which they are working, but in no case less than the Class A Rate provided for in this Agreement. Beginning January 1, 2009, all Certified Job Stewards shall have completed the thirty-hour OSHA Construction Safety course.



8.10 Foremen

The first foreman and all general foremen at any jobsite may be selected and assigned by the Employer in the Employer's discretion from the Employers regular work



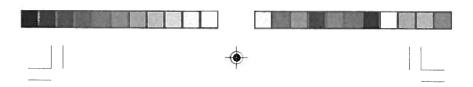
complement. If additional foremen are needed, then the Employer shall give the local union first opportunity to refer foremen qualified for the type of work required. If the local union does not have qualified foremen to refer, then the Employer may assign a foreman from his regular complement of workers. All foremen shall be members in good standing with a local union signatory to this Agreement.

8.20 Foreman Rate of Pay

(a) A laborer foreman shall be paid at a rate equal to an additional one hour of pay for each eight hours of pay. A general foreman shall be paid at a rate equal to an additional two hours of pay for each eight hours of pay. For purposes of calculating these rates, the Class A laborer's rate shall be used. Overtime for foremen and general foremen shall be paid based on the foreman or general foreman pay rate calculated as set forth above, as may apply.

(b) All foremen and general foremen shall be guaranteed forty hours per week at the foreman or general foreman pay rate, as may apply, until the conclusion of the job. If the job is temporarily halted, the foreman or general foreman will be paid the full forty hours for the week of the interruption; if the job is concluded, the foreman or general foreman shall be paid until the last day he works.

(c)Foremen and general foremen shall be guaranteed forty hours of benefits per week. More than forty hours shall not be paid unless such time in excess of forty hours was actually worked.



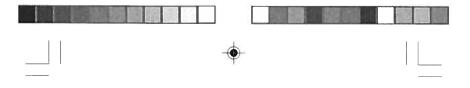
Article IX: Hours, Overtime, Shifts and Holidays

9.10 Standard Work Day

(a) There shall be a uniform eight hour day with starting and quitting times between the hours of 6:00 a.m. and 6:00 p.m. Alternatively, the Employer may establish a regular four ten-hour day work schedule for a project from Monday through Thursday with each such work day beginning and ending between 6:00 a.m. and 6:00 p.m.

Laborers shall be paid not less than eight hours for each day or part thereof worked, except as follows: When an Employer call laborers to work on a Saturday, Sunday or Holiday, and the laborers begin work but work four or fewer hours, the laborers shall be paid for not less than four hours at the applicable rate. If the laborers work more than four hours, then the laborers shall be paid not less than eight hours. On days terminated due to inclement weather, the laborers shall be paid for the actual time worked in accordance with this Agreement.

(b) Said schedules shall be established by the Employer at the beginning of the job in a pre-job conference with the local union Business Manager and shall apply for the duration of the project except that the schedule may be adjusted with the consent of the Business Manager once each season to accommodate such seasonal conditions.



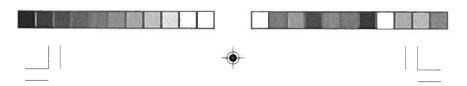
(c) On every shift all laborers will be allowed a thirty minute meal break which shall commence not sooner than three hours after the beginning of the shift nor later than three hours before the scheduled end of the shift.

9.20 Split Starting Times

An Employer may establish split starting times as part of a regularly scheduled work day. If an Employer chooses to split the starting times of laborers, laborers who report for work shall be guaranteed two hours pay and must remain on the project for said two hours, unless released by the Employer sooner. If the Employer puts the laborers to work on a delayed basis due to weather or other conditions, the laborer shall be paid for all time from the beginning of his scheduled start time. Where the Employer establishes split starting times for a project, both crews must begin and complete their scheduled work days between 6:00 a.m. and 6:00 p.m.

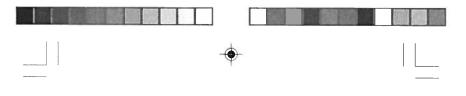
9.30 Shift Differential

- (a) The parties to this Agreement recognize the desirability of coordinating the shifts to be worked with the other trades involved in a project and the customer's work schedule. If the Employer determines that shift work is necessary, the following schedule shall prevail:
- (b) When a two shift schedule (including a day shift) is established the first or day shift shall be established on an eight hour basis. The second shift shall be established



on an eight hour basis and be paid the hourly rate for the classification plus 15%.

- (c) When a three shift schedule is established the following conditions shall prevail. The day shift shall be established on an eight hour basis, the second shift shall be established on a seven and one-half hour basis and the third shift shall be established on a seven hour basis. The first shift shall receive the hourly rate for the classification. The second shift shall receive the hourly rate for the classification plus 15%. The third shift shall receive the hourly rate for the classification plus 20%. Eight hours shall be paid on the second and third shifts before applying the shift differential.
- (d) When there is no day shift and a second shift or third shift is established the following conditions shall prevail. The second shift shall be established on an eight hour basis. The third shift shall be established on an eight hour basis. The second shift shall receive the base hourly rate for the classification plus 15%. The third shift shall receive the base hourly rate for the classification plus 20%.
- (e) When an irregular shift must be established, a 15% premium above the hourly rate for the classification shall apply to all hours worked outside the permissible starting and quitting times.
- (f) All time worked before or after a regularly established shift shall be paid at the applicable overtime rate. Split starting times may not be used on any project where multiple shifts are utilized. The percentage premium,

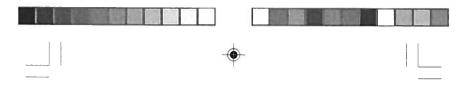


when added to the base rate, shall be termed the regular hourly rate. Shift hours for the second and third shifts shall be such as to conform to the day shift and in no case shall an employee work on more than one shift in a 24 hour period.

(g) To qualify as a shift outside of the 6 AM to 6 PM day, the hours must be regularly scheduled for not less than five consecutive work days. Work days outside of the 6 AM to 6 PM work day that are worked for less than five consecutive work days shall not be considered shift work subject to the differential and shall be paid at time and one-half or double-time, as applicable.

9.40 Overtime

- (a) All hours worked beyond an eight hour day shall be paid at a rate of time and one-half the applicable rate of pay except where a four-ten work schedule is in effect, in which case all hours worked Monday through Thursday in excess of ten hours shall be paid at a rate of time and one-half.
- (b) All hours worked on a Saturday shall be paid for at the rate of time and one-half with the exception of make-up days. Hours worked on Sunday and holidays shall be paid for at the rate of double time.
- (c) Overtime on Make-up Days shall be controlled by the Make-up Day provisions set forth in this Agreement.

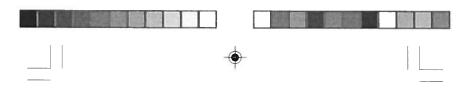


9.50 Holidays.

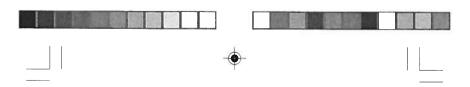
The following holidays are recognized under this Agreement: New Year's Day, Washington's Birthday (President's Day), Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving day, Christmas day, Presidential Election days. Any holiday falling on a Sunday shall be celebrated on Monday. In the event that the BCANJ agrees with any other trade it has collective bargaining agreements with to recognize Martin Luther King Holiday as a holida, then such holiday will thereafter be recognized as a holiday under this Agreement.

9.60 Make-up Day

- (a) When, during the course of a normal work week of eight hour days from Monday through Friday, 32 hours or less are worked strictly due to weather conditions or as otherwise mutually agreed by the Union and the Employer, the employing contractor has the option of working Saturday for 8 hours at straight time.
- (b) When, during the course of a normal work week of eight hour days from Monday through Friday, 36 hours or less are worked strictly due to weather conditions, the Employer shall have the option of working 8 hours on Saturday for straight time up to 40 hours and the applicable overtime rates for all time over 40 hours.
- (c) Where a four ten-hour day schedule is established on a job, and 36 hours or less are worked due strictly to weather conditions or holiday, Friday may be used as a make-up day for such hours lost at straight time up to



- 40 hours and the applicable overtime rates for all time over 40 hours.
- (d) The following conditions must be met and satisfied for this Article to become effective:
- 1. The sole reason for the loss of hours during the normal work week must be weather conditions.
- 2. Only those laborers who were employed during the work week of 32 hours or less on the project where the Employer is requesting a make-up day shall be eligible to work the make-up day. The Employer shall not be allowed to bring laborers from other sites which are not working on a project utilizing a Saturday make-up day.
- 3. Foremen shall be paid for all hours worked on a make-up day in addition to his forty hour guarantee at straight time up to forty hours actually worked, with the applicable overtime rate being paid thereafter
- 4. All laborers employed on a project opting for a make-up day must be offered the opportunity to work on the make-up day.
- 5. It is not mandatory for a laborer to work on a makeup day and it is at their choice and discretion. No negative actions or retribution shall occur against any laborer who opts not to work a make-up day.
- 6. The make-up day hours shall be paid in the same pay period as the Friday preceding the make-up day.



7. The Business Agent of the local union shall be notified as soon as the Employer decides to utilize a make-up day and must concur with its appropriateness, which concurrence shall not be unreasonably withheld.

Article X: Wages and Fringe Benefits

10.10 Classifications of Laborer

There shall be three classifications of laborer.

10.20 Class A Laborers

Class A Laborers shall be a specialist classification that includes all laborers working on mason tending crews and concrete pour crews, or as foremen, scaffold builders, burners, nozzlemen on gunite work, or who operate the jack hammer, tamper, motorized tampers and compactors, vibrators, riding motor buggy, conveyors, street cleaning machines, hydro-demolition equipment, and all types of forklifts or bobcats (or equivalent machinery). Foremen

10.30 Class B Laborers

Class B shall be the basic laborer's rate and includes all work not included in Class A or Class C.

shall be paid in accordance with Article VIII hereof.

10.40 Class C Laborers

Class C laborers are laborers doing janitorial-type light 38



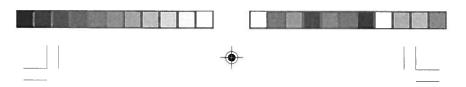
clean up work associated with the turnover of the project or part of a project to the owner, and all flagmen, watchmen, fire watch personnel, and those manning temporary heat of all types.

10.50 Partial Day Work in Classification

Where, at the contractors request, a laborer is sent to a job site to perform Class A work, that laborer shall be paid the Class A rate for not less than the first eight hours of his employment with the Employer or until his discharge if he is employed by the Employer for less than eight hours. Where a Class B laborer performs two or more hours of Class A work in the course of a work day then that laborer shall receive the Class A rate for the full day. Where a Class B laborer performs less than two hours of Class A work in a work day, then that laborer shall receive his regular rate of pay for the day. Class C laborers may not perform Class A or Class B work unless they are paid the applicable Class A or Class B rate for the full day.

10.60 New Work Classification

(a) If in the term of this Agreement, mechanized changes or changes in the method of operation, or changes in the assignment of existing tasks not previously performed by the Laborers, result in different or new types of work, the Building Contractors Association of New Jersey and the Laborers' International Union of North America, Eastern Region office as a representative of Building and Construction District Councils and Local Unions of the State of New Jersey agree to discuss the same and mutually

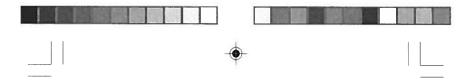


agree on such work's proper classification.

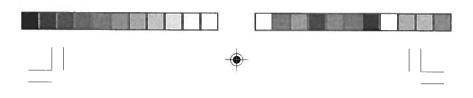
(b) The Employer recognizes the Construction Specialist and Concrete Specialist classifications which classifications shall include all such tasks as are assigned by the Employer and accepted by the Unions and approved by the Building Contractors Association of New Jersey and the Laborers' International Union of North America Eastern Region office as the representative of the Building Construction Laborers District Councils and Local Unions. Rates for these classifications shall be set by agreement by and between the Building Contractors Association of New Jersey and the Laborers' International Union of North America Eastern Region office as the representative of the Building Construction Laborers District Councils and Local Unions. Agreements herein made or to be made by the Building Contractors Association of New Jersey and the Laborers' International Union of North America Eastern Region office as the representative of the Building Construction Laborers District Councils and Local Unions as to assignments included in such classifications and the wage rates to be paid shall be binding on all employers who are or may become bound to this Agreement.

10.70 Wage and Fringe Benefit Package

- (a) Effective May 1, 2007 the total basic laborer (Class B) wage/fringe package shall be increased to \$41.77.
- (b) Effective November 1, 2007 the total basic laborer (Class B) wage/fringe package shall be increased to \$42.97.



- (c) Effective May 1, 2008 the total basic laborer (Class B) wage/fringe package shall be increased to \$44.02.
- (d) Effective November 1, 2008 the total basic laborer (Class B) wage/fringe package shall be increased to \$45.22..
- (e) Effective May 1, 2009 the total basic laborer (Class B) wage/fringe package shall be increased to \$47.72.
- (f) Effective May 1, 2010 the total basic laborer (Class B) wage/fringe package shall be increased to \$50.22.
- (g) Effective May 1, 2011 the total basic laborer (Class B) wage/fringe package shall be increased to \$52.72.
- (h) Class A laborers shall receive \$.50 more per hour than Class B laborers receive.
- (i) Class C laborers will receive the standard fringe benefit package and a wage rate equal to 85% of the Class B wage rate.
- (j) When bricklayers receive double time for hot work associated with firebrick, laborers working with the bricklayers shall receive double time as well. One hundred (100) degrees Fahrenheit or over shall constitute hot work. When laborers are employed on excessive hot work, the contractor shall provide the proper counter fatigue aids which shall meet the standards prescribed by the governing state or federal agency, and shall provide proper gloves, shoes, and protective materials to safeguard laborers when they are handling hot work, and contractors shall be

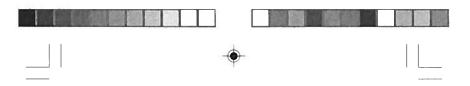


responsible for shoes or clothing which they burn in the performance of hot work. Laborers must spell each other on all hot work.

(k) Fringe Benefit Payments. Fringe benefit contributions shall be due on all hours paid. On overtime, Sunday and Holiday time paid, fringe benefits shall be paid at time and one-half. Benefits shall be paid on behalf of all persons performing work covered by this Agreement, regardless of union membership. The Employer may not at any time pay benefits in the envelope to any employee performing work covered by this Agreement. Neither benefits or checkoffs shall be due on any lump-sum bonus paid to any laborer. The Employer shall clearly mark any such payment as a bonus in his records and shall have the burden of demonstrating that the payment was a bona fide bonus. There shall be a presumption that a bonus is not bona fide if there is more than one bonus given in a calendar year.

(I) Upon the request of the union, the employer shall complete and submit prevailing wage surveys to applicable state and federal agencies.

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		5/1/09	28.05	5.15	4.45	.92	.25	.05	.40	.15	%5	Wage and Benefit allocations for the years 2010 and 2011 shall be determined by the Unions in the future. In addition, the Unions reserve the right to reallocate the wage and fringe benefits for any year under this Agreement if they deem such reallocation necessary.	
	10.80 Wage and Fringe Benefit Allocation	11/1/08	26.75	4.90	4.35	.82	.25	.05	.35	.15	2%		
		<u>5/1/08</u>	26.75	4.65	3.90	.82	.25	.05	.35	.15	2%		
		11/1/07	25.70	4.65	3.90	.82	.25	.05	.30	.15	2%		
		5/1/07	25.70	4.35	3.90	.72	.20	.05	.30	.15	2%		
			Class B Wages	Pension	Annuity	Training	-	Health & Safety	Checkoffs: LEROF	NISLPAC	Working Dues		
							43						



Article XI: Payment of Wages

11.10 Procedure for Payment of Wages.

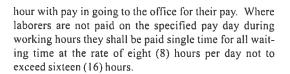
Employees shall receive their wages in cash or by check, when allowed as herein set forth, on the job in a closed envelope which shall be plainly marked as to the employee's name, the hourly rate, number of hours and the deductions for various taxes and check off items. The envelope shall show the net amount of wages and the Employer's name and address. The employees shall be paid prior to the end of the established weekly pay day, or an earlier day if the regular pay day falls on a recognized holiday when the banks are closed. Two (2) days back pay may be withheld by the Employer.

11.20 Payment by Check

Permission to pay by check must be requested in writing by the Employer to the particular local union involved. After consideration of such request the Union shall notify the Employer if payment by check is granted.

11.30 Payment of Wages for Waiting and Travel

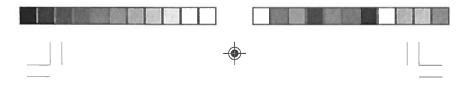
Where laborers are not on the job, for any reason for which the Employer is not responsible, when the paymaster is paying off the laborers, they may be sent to the main office for their pay, but without any allowance for the time spent in going to and from the office; but where the laborers are not on the job for any reason for which the Employer is responsible, they will be allowed one



11.40 Payment on Discharge, Layoff or Cancelled Workday

(a) When laborers are to be discharged on employment of six days or more of duration, they must be notified during working hours and must be paid on the job one hour before quitting time. On employment of five or fewer days duration they shall be notified and paid at quitting time. Any laborer laid off on employment of six or more days duration will be allowed to leave the job one hour before quitting time and be paid for a full day. A violation of this rule entitles a laborer to compensation for the working time that elapses between the time of discharge and the time of receiving the money, provided the laborer remains on the job or at the office during all working hours, until he is paid; it is understood, however, that no waiting time claim in excess of sixteen (16) hours will be paid nor shall a laborer remain on the job for a longer time.

(b) When an Employer directs a laborer to report for work and the laborer reports for work but is not put to work that day for reasons other than inclement weather or other circumstances beyond the Employer's control, he shall be paid one day's pay at straight time.



11.50 Payment on Quitting.

Where a laborer quits the job the Employer shall pay all money due to the employee on the next regular pay day.

11.60 Partial Hour Pay

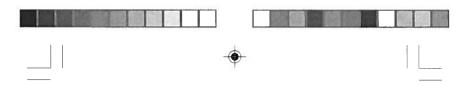
Any laborer working a fraction of any hour during regular working hours or shift shall receive a full hour's pay at the applicable hourly rate of pay. Any overtime work performed shall be paid for to the nearest half-hour at the applicable overtime rate.

11.80 Fringe Benefit Payment Bond

The trustees of the pension and welfare benefit fund, or a designated administrator thereof, may require the Employer to post a bond not to exceed \$500,000 with a reputable surety to secure payment of all sums due or to become due to the several funds created or maintained under this Agreement.

11.90 Non-Payment of Wages or Fringe Benefits, Breach of Contract

Notwithstanding anything to the contrary in this Agreement, it is agreed that if the Employer fails to pay wages as agreed upon herein or to submit reports and proper contributions to the benefit funds as required, then such failure shall be deemed an open breach of this Agreement, not requiring arbitration, and the Union shall have the right to call a strike or work stoppage against said Employer until the breach is corrected.



Article XII: Apprenticeship

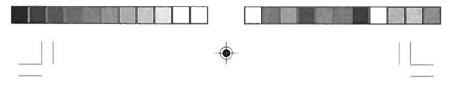
12.10 Joint Apprenticeship and Training Committee

The parties agree to continue to maintain a Construction Craft Laborer Apprenticeship Program. The Joint Training and Apprenticeship Committee established by the parties in accordance with Apprenticeship Standards previously adopted by the committee shall have the authority to set, administer and enforce all rules, regulations, ratios and rates for apprentices and the apprenticeship program.

12.20 Apprentices

The Employer shall participate in the apprenticeship program by accepting apprentices for employment upon referral by the Union. The Employer is required to accept an apprentice, provided there is work for such apprentice, once five journey workers are employed. The Employer may, however, employ one apprentice for the first journey worker employed and no more than one additional apprentice for each additional three journey workers employed. An apprentice shall not work on the jobsite unless supervised by a journey worker. The referral of apprentices to any employer is a matter of discretion residing with the Local Union and JATC acting through the Apprentice Coordinator.

An apprentice should, whenever possible, be rotated by the Employer through different types of work so as to

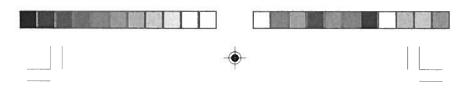


become trained in a variety of operations and work skills. Where the Employer is unable to provide an apprentice with experience in the full range of craft skills, the JATC may request the Local Union to reassign the apprentice to other employment in order to provide the experience. For so long as the Employer is able to provide the necessary range of employment experience, the Employer may choose to retain the apprentice from job to job throughout the state, but shall notify the Local Union and JATC of all reassignments. It shall be the objective of both the Employer and the Union to make reasonable efforts to keep apprentices working so that they can complete the apprentice program and become journey workers in a reasonable amount of time.

An apprentice shall not be penalized for taking off from work to attend offsite training required by the JATC (although time off for training shall be unpaid).

12.30 Apprentice Ratio.

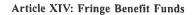
Subject to availability, this Agreement shall allow an apprentice ratio as follows: The first laborer after the job steward may be an apprentice, except where there is a foreman, in which case the third laborer employed may be an apprentice. Thereafter, there may be one apprentice for every three journeypersons employed on the job.



Article XIII

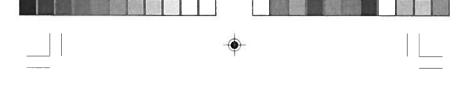
13.00 Portability.

The Employer, provided it has notified the local union in advance of the start of the project that the project was to begin and is otherwise in compliance with this Agreement and is not delinquent to the benefit or checkoff funds established hereunder, shall be allowed liberal portability of key employees subject, however, to the territorial local union's right to fair representation in the Employer's workforce for the project. Key employees are laborers who are members of a local union signatory to this Agreement who have worked for the Employer for at least eight weeks in the previous six months.



14.00 New Jersey Building Laborers' Statewide Pension Fund.

All Employers bound by this Agreement shall contribute such amount as has been allocated by the parties to the New Jersey Laborers' Statewide Pension Fund which will be administered in accordance with the applicable trust agreement.



14.10 New Jersey Building Laborers' Statewide Welfare Fund.

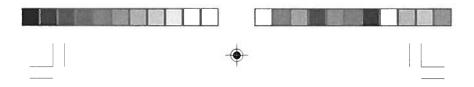
All Employers bound by this Agreement shall contribute such amount as has been allocated by the parties to the New Jersey Laborers' Statewide Welfare Fund which will be administered in accordance with the applicable trust agreement.

14.20 New Jersey Building Laborers' Statewide Annuity Fund.

All Employers bound by this Agreement shall contribute such amount as has been allocated by the parties to the New Jersey Laborers' Statewide Annuity Fund which will be administered in accordance with the applicable trust agreement.

14.30 New Jersey State Political Action Committee

All Employers bound by this Agreement shall deduct such amount as has been authorized from each employee's pay who signs an authorization for the New Jersey State Political Action Committee fund. Each laborers' local will be responsible for obtaining the signatures for these authorizations and for notifying the appropriate Employers which employees have authorized the political check off. Employers shall forward checkoff contributions to the fund as the specified rate in the same manner as they contribute to the fringe benefit funds established or maintained pursuant to this Agreement.



14.40 Working and Organizing Dues Checkoff

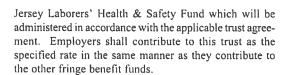
All Employers bound by this Agreement shall deduct such amount from each covered employee's wages for Organizing Dues and Working Dues as has been authorized by the District Councils and/or Local Unions bound hereto. Organizing Dues shall be forwarded to the Laborers' Eastern Region Organizing Fund and Working Dues shall be forwarded to the appropriate local union or district council in the same manner as the Employer contributes to the fringe benefit funds established or maintained pursuant to this Agreement, or as otherwise directed by the district councils signatory hereto. In the event that the law requires the employee to sign an authorization for such deduction, it shall be the local union's responsibility to secure such authorization and to maintain it in their files.

14.50 Laborers'-Employers' Cooperation and Education Trust

All Employers bound by this Agreement shall pay such amount as has been allocated by the parties to the Laborers'-Employers' Cooperation and Education Trust which will be administered in accordance with the applicable trust agreement. Employers shall contribute to this trust as the specified rate in the same manner as they contribute to the other fringe benefit funds.

14.60 New Jersey Laborers' Health & Safety Fund

All Employers bound by this Agreement shall pay such amount as has been allocated by the parties to the New



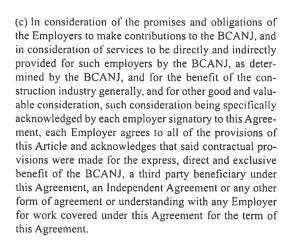
14.70 Building Laborers' of New Jersey Training and Education Fund

All Employers bound by this Agreement shall pay such amount as has been allocated by the parties to the Building Laborers' of New Jersey Training and Education Fund which will be administered in accordance with the applicable trust agreement. Employers shall contribute to this trust as the specified rate in the same manner as they contribute to the other fringe benefit funds.

14.80 Building Contractors' Association of New Jersey Industry Advancement Fund

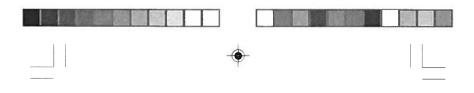
(a) All Employers covered by the terms of this Agreement shall pay to the Building Contractors Association of New Jersey, its successors or assigns, hereinafter referred to as the "BCA/NJ", the sum of ten cents (\$.10) per hour for each of its employees covered hereunder.

(b) Payments to the BCANJ are due and payable at the same time and in the same manner as the N.J. Building Laborers Training and Education Fund and shall be reported on the same remittance forms as are used by the Building Laborers Fringe Benefit Funds throughout the State of New Jersey



14.90 Due Date for Contribution Payments into Funds

(a) Contributions for funds established or maintained under the Agreement shall be paid within three days of the end of the weekly payroll period. Biweekly or monthly payments may be allowed in the discretion of the trustees or administrators of such funds where the Employer complies with such requirements as the trustees or administrators may set as a condition for biweekly or monthly payments. All such payments shall be made on properly prepared remittance forms prescribed or acceptable to the funds. Contributions to the training fund, LECET, NJH&S and all check-off funds shall be made in the same manner as other payments due under this Agreement.



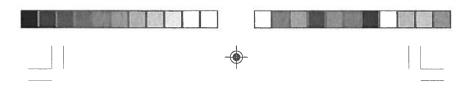
(b) For purposes of this Article any payment not received on or before the applicable due date set forth hereinabove shall be considered delinquent.

Article XV: Collection of Amounts Due Under Agreement

15.10 Right to Strike and Picket for Delinquencies

If the Union is advised by any benefit or other fund created or maintained under this Agreement that an Employer is delinquent in contributions to the same, or if the Employer is delinquent in the payment of wages to its laborer employees, then the employees and the Union shall have the right to strike and/or picket until the wages, benefit or other fund contributions are paid in full, anything in this Agreement to the contrary notwithstanding. Where a delinquency is due from a subcontractor of the Employer for a project in another local union's territory, the local union where the ongoing project to be struck or picketed shall give the Employer five days written notice before commencing the job action.

If any employee loses employment because of any strike or picketing to protest the failure to make such payments, the Employer shall be responsible to pay all wages and benefits for the time lost. Except for the foregoing the Union and the employees shall have the right to picket for non-payment of wages only when the same are not paid as required on the regular pay day.

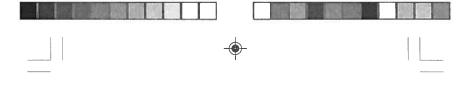


15.20 Legal Remedies for Collection of Delinquencies

The Trustees or Administrators of any fund due contributions pursuant to this Agreement shall be entitled all rights accorded by law including but not limited to the right to demand, receive, sue for, and take such steps, including the institution and prosecution of or the intervention in any proceeding at law or in equity or in bankruptcy that may be necessary or desirable in their discretion to effectuate the payment and collection of any sum or sums and costs required to be paid to the Welfare, Pension, Annuity Funds or other funds or entities under this Agreement.

15.30 Costs of Collection

(a) In addition to the other provisions of this Agreement relating any such funds, in the event the Employer is delinquent in the payment of contributions to the Funds, or wages, the delinquent Employer shall also be required to pay attorneys' fees and court and arbitration costs, if any, whenever the services of an attorney or arbitrator are necessary to recover the amount due. The Union or the Trustees, may also assess the Employer interest and other costs.



(b) The Attorneys' fees shall be as follows:

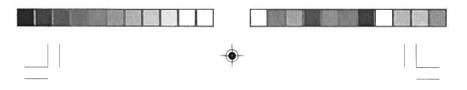
WITHOUT SUIT OR ARBITRATION WITH SUIT OR ARBITRATION

20% of the first \$750.00 27 ½% of the first \$750.00 15% over \$750.00 22 ½% over \$750.00

(Minimum \$15.00 each fund) (Minimum \$25.00 each fund)

(c) All disbursements and expenses including arbitration fees are additional. The foregoing shall apply unless changed by the Board of Trustees of any particular Fund.

(d) In addition to the above, the fund or funds, as the case may be, may further assess a delinquent Employer for any and all collection costs, court costs, audit costs, attorneys' fees, telephone and correspondence costs, etc., which the fund or funds incur in collecting or attempting to collect the delinquent payments from the Employer. The Employer shall be required to pay collection costs, audit costs, interest, liquidated damages and attorneys' fees irrespective of whether or not litigation is commenced. The Employer shall also pay interest on the amount due at 18% peranum or such other amount as may be determined by the Trustees.



15.40 Protection of Benefits.

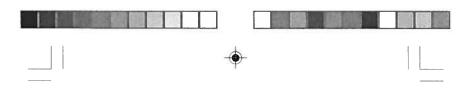
(a) Failure on the part of the Employer to pay the benefit fund contributions required pursuant to this Agreement for each and all of the employees covered by this Agreement shall impose upon the Employer sole and full responsibility to assume the benefits of the employee(s) and their family(s) are entitled to from such funds.

(b) The Employer agrees that, after the termination date of the Agreement, he will continue to make contributions to the benefit funds when employing laborers covered hereunder pending the negotiation of a new agreement. The Employer or the BCA/NJ may terminate the obligation set forth under this provision by giving written notice to the Laborers' International Union of North America, Eastern Region office, as representative of the the local unions and district councils bound hereunder, of its intention to do so and the effective date thereof. All such notices shall be sent by certified mail and may not be effective until received.

15.50 Fund Rights and Duties

(a) The Trustees of the benefit funds shall have such rights and duties as set forth in the Plans and in the Agreements and Declarations of Trusts and any supplements or amendments thereto, all of which are incorporated herein by reference.

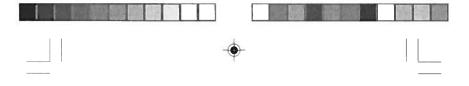
(b) The Employer agrees to join and concur with the Union in the execution of such petitions, applications,



and forms that are required to be filed with the state and federal governmental agencies.

(c) The Employers agree that the trustees of the fund or funds shall have the right to require such reports by the Employers as are necessary to the fulfillment of the agreements and declarations of trusts and the contracts of insurance, as may apply. The trustees and insurers shall also have the right to inspect at all reasonable times the payroll, employment and such other records of the Employer as are pertinent to questions of the accuracy or comprehensiveness of the reports of the Employer. The trustees' right to conduct an audit of the employment and other records of an employer which has properly terminated this Agreement for the period under which it was bound thereby shall continue for a period of two years after such termination. Costs as set forth in Article XV, Section 15.30 and the trust documents shall be applied as to any delinquency found in such audit. The period subject to audit shall be limited to the period for which the employer was bound to this Agreement, and/ or its predecessor.

(d) In any event where an Employer is or has been delinquent in the payment of contributions to one or more of the funds established or maintained hereunder the Union and or the trustees shall have the power to require such Employer to post a reasonable cash bond to secure the Employer's future full and prompt compliance with the requirement for such contributions.



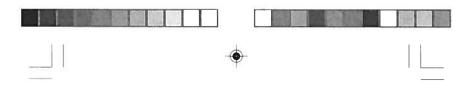
Article XVI: Contractor Liability for Delinquency

16.10 Contractor Liability for Delinquency of Sub-Contractor

If the Employer subcontracts any work covered by this Agreement to any subcontractor or other person, the Employer shall be liable for all contributions owing to the funds established or to be established hereunder in the event the subcontractor or person fails to pay contributions to the said funds for employees covered by this Agreement employed by the said subcontractor or person.

16.20 Employer/Subcontractor Assignment of Payments

If the Employer is a becomes delinquent in the payment of any contributions to any funds established or to be established hereunder directly or by way of its responsibility for subcontractor contributions pursuant to Article 16.10 hereof, the Employer hereby assigns and transfers over all rights, title, and interest in all monies due it from the owner, construction manager, general contractor, any other contractor, or any governmental agency, to the said funds in the amount up to the sum due to the funds. Upon notice by the funds to the owner, construction manager, general contractor, other contractor, or governmental agency, the said owner, construction manager, general contractor, other contractor, or governmental agency shall immediately remit to the funds the amount claimed to be due to the funds. The amounts claimed to be due shall be immediately paid and, if any

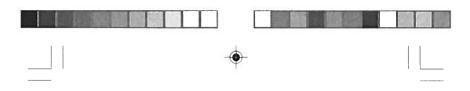


dispute arises over the amount paid and a refund is alleged to be due to the Employer, the matter may be submitted to arbitration. The funds liability in such case shall be limited to such refund and shall not include any consequential, special, punitive or other damages. The provisions of this Section do not limit the Employer's liability for subcontractor contributions under Article 16.10 hereof.

Article XVII: Subcontracting

17.10 Subcontractors to Become Signatory to Agreement

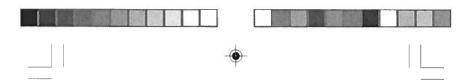
The Employer agrees that all contractors or subcontractors who are engaged by the Employer to perform work of the kind covered by this Agreement at the site of construction, alteration, painting, demolition, asbestos removal, hazardous waste removal, or repair of a building, structure, or other construction work shall be or shall become a signatory to this Agreement. Furthermore, the Employer agrees to require to all subcontractors to use laborers represented by the Union for all cleanup work at the project. The Employer will be responsible for all losses incurred by the employees or the Union in the event he subcontracts to a subcontractor who fails to execute this Agreement. The purpose of this Article is to preserve the job opportunities and work jurisdiction of employees covered by this Agreement.



17.20 Preservation of Bargaining Unit Work

In order to protect and preserve work for the employees covered by this Agreement and to protect the benefits to which employees are entitled to under this Agreement, and to prevent any device or subterfuge to avoid the protection and preservation of such work and benefits, it is agreed that when the Employer performs any work of the type covered by this Agreement at any work site (1) under its own name, or (2) under the name of another entity (whether a corporation, company, partnership, joint venture, or any other business entity) where the Employer, including its owners, stockholders, officers, directors, or partners, exercise either directly or indirectly (such as through family members or company employees) any significant degree of ownership, management or control, the terms of this Agreement shall be applicable to all such work.

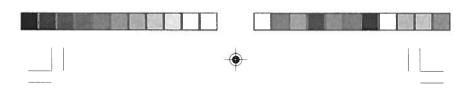
Either the Union or an affiliated benefit fund or funds may bring a grievance pursuant to this provision. The Employer shall cooperate fully with any inquiry initiated by the Union or funds and shall permit counsel to the Union or funds full access to all of its corporate records to determine whether the Employer has violated this provision. In the event that an arbitration or court action is brought by the Union or funds based on a violation of this provision and the Union or funds prevail in whole or part, the Employer shall be liable, in addition to any lost wages or benefits, for all of the Union's or funds' court costs, arbitration, legal, accounting, and all other professional and investigative fees or expenses.



Article XVIII: Transfer of Company Title or Interest

18.10 Agreement Binding on Successor Companies

- (a) This Agreement and any supplemental Agreements hereto, shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event an operation or a company is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, such operation or successor employer shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) It is understood by this Section that the parties hereto shall not use any device to a third party to evade this Agreement. The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the work covered by this Agreement or any part of thereof. Such notice shall be in writing with a copy to the Local Union at the time the seller, transferor, or lessor executes a contract or transaction as herein described. The Local Union shall also be advised of the exact nature of the transaction, not including financial details. In the event the Employer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Employer (including partners thereof) shall be liable to the Local Union, and to the employees covered for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable



after the bona fide purchaser, the transferee or lessee has agreed to assume the obligations of this Agreement.

Article XIX: Extra Contract Agreements

19.10 Extra-Contract Agreements With Employees Barred

The Employer agrees not to enter into any agreement or contract with his employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.



[Reserved]

Article XXI: Arbitration and Grievances

21.10 Jurisdictional Disputes

Jurisdictional disputes are not covered under this Article but are covered under Article II, Section 2.20 above.

21.20 Arbitration Procedure

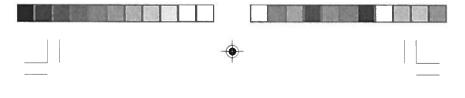
- (a) In the event an Employer unjustifiably fails to pay wages or fringe benefits when due, the Union has the absolute right to strike and picket the delinquent individual contractor. Economic hardship shall not be justification for nonpayment.
- (b) All other questions or grievances involving the interpretation and application of this Agreement, or any grievance concerning any term or condition of work, other than trade jurisdictional disputes arising under Article II, shall be handled under the following procedures:
- Step I Between the Business Manager of the Union or his designee and a company officer at the job site. The meeting shall be arranged as soon as practical but in no event later than seven (7) working days.
- Step II If the controversy is not settled pursuant to Step II either party may then—submit the matter within ten (10) working days to arbitration pursuant to the rules and procedures of the New Jersey State Board of Mediation for final—and binding decision. Only the Union or the Employer may submit a dispute to arbitration.
- (c) The Arbitrator shall render his decision in writing on the grievance and solely on the meaning and interpretation of the particular provision of the contract which gave rise to the dispute. The Arbitrator shall have the authority to decide whether an Agreement exists and all issues related thereto, where that is in dispute.

- (d) The Arbitrator shall have no power to add to, subtract from, or modify this agreement.
- (e) The parties affected shall be afforded a full opportunity to present any evidence, written or oral, which may be pertinent to the matter in dispute.
- (f) The time requirements herein are not jurisdictional and may be relaxed where non-compliance therewith does not materially prejudice either party and is in the interests of justice.
- (g) In the interest of uninterrupted progress on any and all work covered by this Agreement, the parties hereby agree that there shall be no strikes, work stoppages, picketing or slow downs engaged in by the Union, except as otherwise set forth in this Agreement.
- (h) This article shall not limit the rights of the Trustees of the funds herein from establishing arbitration procedures as permitted under the Declaration of Trusts, plan documents or the law.

Article XXII: Separability and Savings Clause

22.10 Agreement Survives if Part is Ruled Illegal

(a) If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any



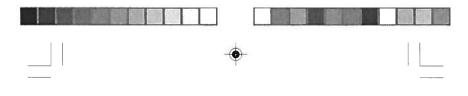
Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained shall not be affected thereby.

(b) If a court of competent jurisdiction decides that any part of this Agreement is illegal, it shall not invalidate the other portions; it being the sole intent and purpose of this Agreement to promote peace and harmony in the craft along lawful lines.

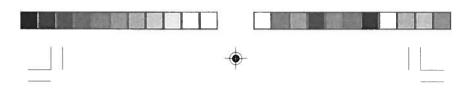
Article XXVIII: Agreement and Termination

23.10 Effective Date and Termination

This Agreement shall become effective on the 1st day of May 2007, or the date signed, whichever is later, and shall terminate at midnight, April 30, 2012. It is mutually agreed, however, that if any Employer signatory or bound to this Agreement desires to terminate this Agreement or to reopen negotiations for a successor agreement to take effect as of the termination date, such Employer must give written notice to the Laborers' International Union of North America, Eastern Region office, of such intention ninety (90) days prior to the termination of this



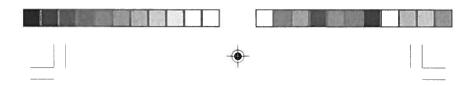
Agreement, otherwise this Agreement is to continue in full force and effect after the termination date of this Agreement from year-to-year. In order for this Agreement to be terminated after the aforesaid termination date, the Employer shall give written notice at least thirty (30) days prior to April 30th of each succeeding year and, if said thirty (30) days notice is given, the Agreement shall terminate on April 30th of the year following the giving of such notice. In the case of such continuation, the Employer agrees to be bound by the wage and benefit rate schedules and other terms of any new Agreement(s) made by the Union and the Building Contractors Association of New Jersey. In the event that an unsigned employer signs this Agreement within the aforementioned ninety day notice period, then and in that event the employer shall continue to be bound to the successor Agreement(s) from year-to-year as set forth hereinabove until such time as a new Agreement is executed by the employer or proper notice of termination is given to the Union by the employer as provided, in which case this Agreement will be terminated in accordance with the terms of this Article. All termination notices must be made by certified mail with a return receipt to be retained by the sender. Notice by the Union to reopen negotiations shall be given to the Building Contractors Association of New Jersey and shall serve as notice to all signatories of this Agreement, but shall not relieve the employers of their obligation to give notice to terminate this Agreement as set forth above and, unless such notice is received by the Union as provided, such employers shall be subject to the continuation provisions of this Article.



Article XXIV: Interpretation of Agreement

24.10 Interpretation of Agreement.

Any conflict in the interpretation of this Agreement not settled directly by the Employer and the local union shall be submitted to the Building Contractors Association of New Jersey and the Laborers' International Union of North America, Eastern Region office as a representative of the Building and Construction District Councils and Local Unions of the State of New Jersey, for resolution. If the same is resolved by mutual agreement, said resolution shall be binding on all parties. If the foregoing parties fail to agree as to a resolution of the dispute, the dispute shall be subject to the grievance and arbitration procedure herein.



Special Provisions Applying Only to the

Asbestos and Hazardous Materials Abatement and Remediation Industry

The following Special Provisions supplement the other provisions of this Agreement and apply only to work in the craft jurisdiction of Laborers' Local 1030. Where these Special Provisions conflict with the other provisions of this Agreement, the Special Provisions shall prevail.

SP25.00 Recognition

The Employer agrees to recognize Laborers' Local 1030 as the sole and exclusive bargaining agent for all employees coming under the jurisdiction of these Special Provisions of this Agreement in all matters involving wages, hours of work, and working conditions.

SP25.01 Territorial Jurisdiction

These Special Provisions of this Agreement shall be applicable to all work set forth at Article SP30.02 below performed by the Employer in the State of New Jersey.

SP25.02 Craft Jurisdiction

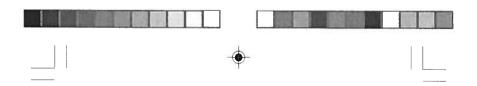
The Employer recognizes Local 1030 as having jurisdiction for all work in connection with the asbestos, radiation, hazardous waste, lead, chemical, biological, and mold remediation and abatement, including but not limited to the removal, abatement, neutralization, enclosure,

encapsulation, eradication, and all other forms of remediation of the same, and including the decontamination of personal protective equipment, chemical and biological protective clothing, equipment, vehicles, and machinery relating to the above, and further including the erection, moving, servicing, and dismantling of all enclosures, scaffolding, barricades, and the operation of all tools and equipment in connection therewith, including but not limited to bobcats and forklifts, and the labeling, bagging, cartoning, crating, or other packaging of materials for disposal or storage; and the cleanup of the work site and all other work incidental to such remediation and abatement as set forth above, and all work performed within a containment area.

SP25.03 Hiring

In order to perpetuate the skills required in the remediation and abatement industry as covered by these Special Provisions, when new or additional employees are needed, the Employer agrees to give Laborers Local 1030 the first opportunity to provide such employees and will advise Laborers Local 1030 of the number of workers and the skills required. If Laborers Local 1030 is unable to refer qualified applicants to the Employer within 24 hours after the request, the Employer may then hire persons from other sources, provided the Employer notifies Laborers Local 1030 within two days after hire of the names and addresses of each person so hired outside the Laborers Local 1030 referral procedures.

The Employer shall be allowed liberal portability of LIUNA represented key employees, provided that not



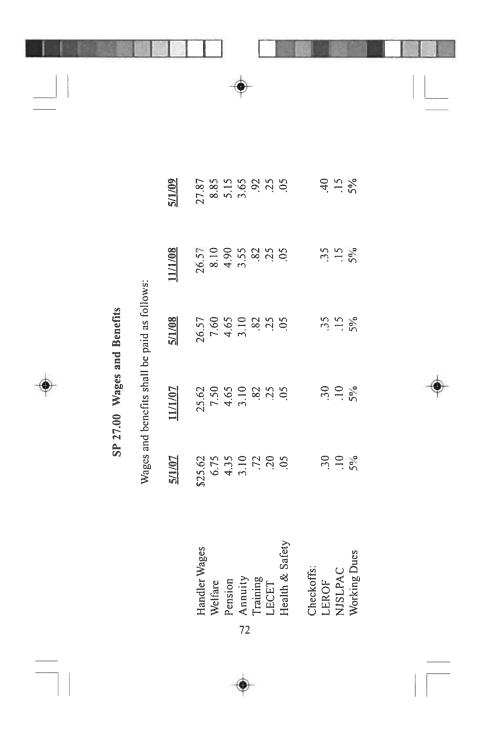
fewer than 50% of any crew on a project are employees who have been referred to the project by Local 1030 or are members thereof. When the Employer appoints its own foremen, any additional workers required beyond the scope of their regular complement of key employees must be referred by the Union.

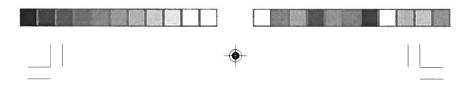
SP26.00 Foremen and General Foremen

When six or more laborers are employed, and for every six laborers thereafter employed, a foreman shall be employed. The foreman shall be a working foreman who shall assist and supervise the laborers in their assigned tasks. Once eighteen laborers are employed, a General Foreman shall be employed. The General Foreman shall assist and supervise the foremen and shall not perform any work other than layout and supervision. Foremen and General Foreman shall be designated by the Business Manager.









On May 1, 2010 there shall be a \$2.50 increase in the wage and benefit package. On May 1, 2011 there shall be another \$2.50 increase in the wage and benefit package. The negotiating committee of the Building Laborers District Councils of New Jersey shall determine or amend the allocation of wages and benefits and increases thereto in any manner it determines to be appropriate.

SP 27.10 Shift Differential

Notwithstanding Article 9.30 hereof, when only one shift is being worked, regardless of when the shift begins or ends, no shift differential shall be applied and the shift will be worked at the appropriate rate of pay under this Agreement.

When the owner mandates in the project specifications that the work be performed on a Saturday or Sunday the hours worked on these days may be worked in accordance with the following schedule:

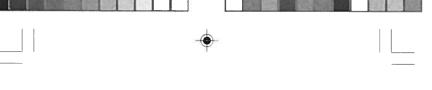
The first eight hours worked on Saturday shall be paid at straight time. Any hours worked in excess of eight hours on Saturday shall be paid at time and one-half.

The first eight hours worked on Sunday shall be paid at straight time. Any hours worked in excess of eight hours on Sunday shall be paid at double time.

If multiple shifts are worked, there shall be a 15% shift differential for the second and third shifts.

After eight hours in any one shift, the applicable overtime premium shall apply.

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All hours in excess on forty hours in any workweek shall be paid at the applicable overtime rate.

These provisions pertaining to Saturday and Sunday work shall not apply where a six or seven day work schedule is in effect. In such cases, Saturday and Sunday shall be paid in accordance with the standard provisions of this Agreement.

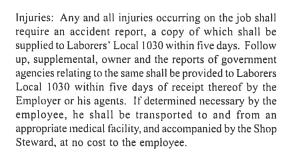
SP 27.20 Certified Job Stewards

A Job Steward who has satisfactorily completed the (1) ten-hour OSHA Construction Safety, and (2) First Aid/CPR, together with any additional courses required by the Union, shall be classified a Certified Job Steward. Certified Job Stewards, their training being a benefit to the Employer, and because of their work completing shop steward report forms for the fringe benefit funds, shall be paid \$.75 per hour over the rate for the classification in which they are working. Beginning January 1, 2009, all Certified Shop Stewards must have the thirty-hour OSHA Construction Safety certification.

SP 28.00 Health and Safety

The Employer shall comply with all of the safety rules and regulations of the state and federal governments and shall be solely responsible for the same. In addition, the following shall apply:

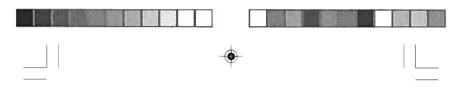
Physicals: When necessary physical must be supplied by the contractor at no cost to the member.



Fit Test: Fit tests shall be provided for each employee by the Employer at no cost to the employee.

Tools and Personal Protective Equipment: No laborer shall work unless he is provided with the proper personal protective equipment in good working order, tools, equipment, and clothing.

Decons: Decon facilities will be maintained by a designated decon officer appointed by the Employer. All shower facilities will be supplied with hot and cold water and fresh soap provided by the contractor. Sufficient clean towels will be provided. In addition, the Employer shall provide any such medical compound or powder to disinfect decons, showers, respirators and other equipment. The decon officer shall clean and disinfect decons, showers, and respirators on a daily basis. Decons will be maintained at not less than 70 degrees Fahrenheit. Decons shall be equipped to hold any and all workers on the job or project with ample room. Decons shall not hold or be used to store any tools or equipment other than respirator panels and respirators. The decon officer



shall maintain privacy among employees, male and female.

Heat Protection. Ice vests shall be provided by the Employer when the temperature reaches 100 degrees Fahrenheit. If an employee chooses to leave when the temperature is above 100 degrees Fahrenheit he or she will not be terminated. When an employee chooses to work in temperatures of 100 degrees Fahrenheit and above, that employee shall be accompanied at all times by at least one other employee.

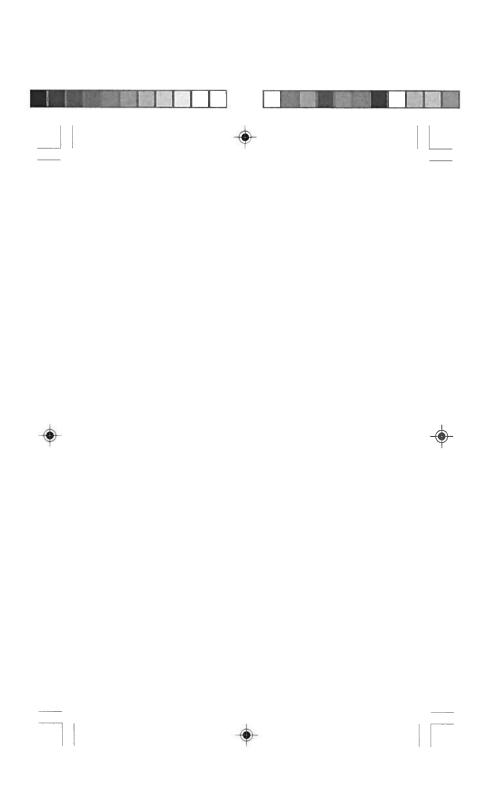
Cold Conditions. All work areas must be supplied with heat in cold weather. Employees will be supplied with disposable thermal undergarments when the temperature is 40 degrees Fahrenheit or less. If an employee chooses to leave when the temperature is 32 degrees Fahrenheit or less he or she will not be terminated.

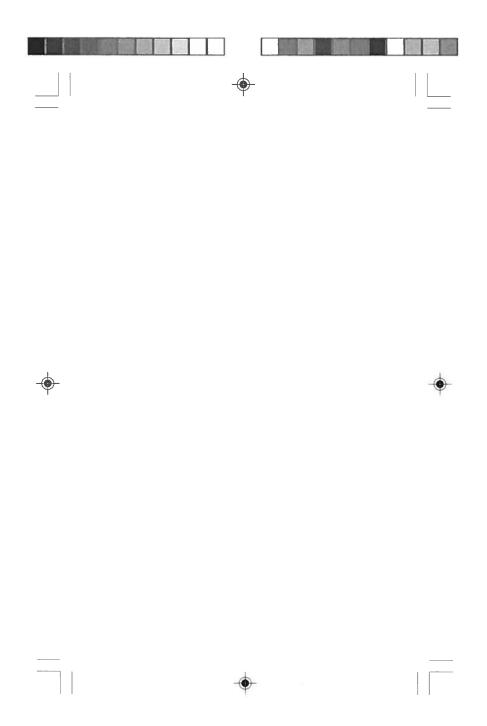
Toilet Facilities. The Employer shall supply one portajon or other toilet facility for every 15 employees and shall maintain said facilities in clean and relatively odorfree condition. The Employer shall maintain properly secured separate toilet facilities for men and women.

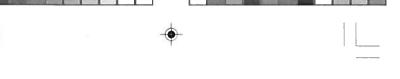
Shanties. When necessary, Employers shall supply clean shanties, with heat in cold weather, where employees can change and eat. Lockers will be provided where employees can secure their personal belonging while at work.

Drinking Water. Clean drinking water, with ice in warm weather, and sanitary cups shall be provided on the job at all time.

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	IN WITNESS WHEREOF, we the authorized officers of the Employer and the Union have hereunto set forth our hands and seals this day of For the Contractor:	
	Print Name of Contractor	
	EIN	
•	By:Signature	•
	Print Name and Title	
	Print Street Address	
	Print City, State, Zip Code	
	Telephone Number Fax Number	
	For the Building Construction Laborers' District Councils and Local Unions of New Jersey:	
	Ву:	
	Business Agent Signature	
	Print Name of Business Agent and Local Union Number	
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At the start of a job, please call the local union for the county where the job is located.

Northern NJ Building Laborers' District Council

Tel: 201-313-7955 Fax: 201-313-7232

Laborers' Local 325 (Hudson) Tel: 201-656-7131 Fax 201-656-6721

Laborers' Local 592 (Bergen, Passaic, Sussex) Tel: 201-313-7955 Fax 201-313-7232

Laborers' Local 1153 (Essex) Tel: 973-429-7180 Fax 973-429-7185

Central NJ Building Laborers' District Council

Tel: 732-605-9770 Fax: 732-605-9711

Laborers' Local 394 (Union) Tel: 908-354-0910 Fax 908-354-7089

Laborers' Local 593 (Somerset, Hunterdon, Morris, Warren) Tel: 908-431-4270/4271 Fax 908-431-4280

> Laborers' Local 594 (Middlesex) Tel: 732-514-0900 Fax 732-514-9706

Laborers' Local 1030 (Asbestos, HazMat, Statewide) Tel: 973-458-8422 Fax 973-458-8477

Southern NJ Building Laborers' District Council

Tel: 609-586-5333 Fax: 609-586-5355

Laborers' Local 222 (Burlington, Camden, Gloucester, Salem) Tel: 856-963-6790 Fax 856-964-9260

Laborers' Local 415 (Atlantic, Cape May, Cumberland) Tcl: 609-407-1622 Fax 609-407-0440

Laborers' Local 595 (Mercer, Monmouth, Ocean) Tel: 609-771-1595 Fax 609-771-1231

New Jersey Building Laborers' Statewide Benefit Funds

Tel: 201-963-0633 or 866-999-0300 Fax: 201-963-1563

New Jersey Building Laborers' Training Fund

Tel: 732-521-0200 Fax: 732-521-3117